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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

THOMAS HALTERMAN,) Case No. SACV 12-01013 DDP (JCGx)
Plaintiff,)
v.) **ORDER GRANTING DEFENDANTS' MOTION**
BANK OF AMERICA N.A., a) **TO DISMISS**
National Association;)
MORTGAGE ELECTRONIC)
REGISTRATION SYSTEMS, INC.,)
a Delaware corporation;)
WELLS FARGO BANK, NA, dba)
AMERICA'S SERVICING COMPANY,) [Dkt. No. 7]
a National Association, et)
al.,)
Defendants.)

Presently before the court is Defendants' Motion to Dismiss Plaintiff's complaint. Having considered the submissions of the parties, the court grants the motion, with leave to amend.

Plaintiff brings thirteen causes of action related to his home mortgage loan and efforts to foreclose upon his property. In his Opposition to Defendants' Motion to Dismiss, Plaintiff concedes that several of his causes of action are inadequately pled, or otherwise indicates a desire to amend without addressing

1 Defendants' arguments regarding dismissal. Indeed, the only causes
2 of action Plaintiff argues are viable are for "promissory estoppel,
3 negligent misrepresentation, and [] the cluster of claims arising
4 out of the unlawful foreclosure sale." (Opp. at 8.) This
5 statement is not entirely clear, as it does not appear that
6 Plaintiff's complaint includes causes of action for promissory
7 estoppel or negligent misrepresentation, and Plaintiff does not
8 identify which claims he considers part of foreclosure "cluster."

9 Nevertheless, given Plaintiff's acknowledgment of the
10 complaint's deficiencies, request for leave to amend, and stated
11 intent to abandon certain causes of action, Defendants' Motion is
12 GRANTED. All claims are DISMISSED, with leave to amend. Any
13 amended complaint shall be filed within fourteen days of the date
14 of this order.¹

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17 IT IS SO ORDERED.

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20 Dated: March 28, 2013


21 DEAN D. PREGERSON
22 United States District Judge
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25 ¹ To the extent that Plaintiff intends to retain allegations
26 regarding the securitization of his loan, the court cautions that
27 courts have routinely held that borrowers who are not parties to
28 Pooling and Services Agreements do not have standing to challenge
assignments made pursuant to those agreements. See, e.g. Armeni v.
America's Wholesale Lender, No. CV 11-8537 CAS, 2012 WL 603242 at
*3 (C.D. Cal. Feb. 24, 2012).